

IN THE UNITED STATES DISTRICT COURT

FOR THE EASTERN DISTRICT OF PENNSYLVANIA

UNITED STATES OF AMERICA : **CRIMINAL NO.** _____

V. : DATE FILED _____

PETER BISTRAN : **VIOLATIONS:**
: **18 U.S.C. § 1343 (wire fraud – 4 counts)**
: **18 U.S.C. § 2 (aiding and abetting)**

INDICTMENT

COUNT ONE

THE GRAND JURY CHARGES THAT:

At all times material to this indictment:

1. Columbus Stainless (Pty) Limited (“Columbus Stainless”), Middelburg, South Africa, was a producer of stainless steel in South Africa. It purchased molybdenum oxide, one of the raw materials used in the production process, from Corporacion Nacional del Cobre de Chile (“Codelco”), Santiago, Chile. The contract between Columbus Stainless and Codelco specified that any payments from Columbus Stainless to Codelco for services rendered should be sent via wire transfer to Codelco’s account at Citibank New York.

2. Defendant PETER BISTRAN is an individual who has no personal or business connection to either Columbus Stainless or Codelco. Nevertheless, defendant BISTRAN represented that he was president of a company named The Intercap Group, LLC (“The Intercap Group”) that purported to do business with Columbus Stainless.

THE SCHEME

3. From in or about January 2004 to in or about April 2004, defendant

PETER BISTRAN

devised and intended to devise a scheme to defraud Columbus Stainless, and to obtain money and property by means of false and fraudulent pretenses, representations, and promises, as set forth more fully below.

It was part of the scheme that:

4. On or about January 31, 2004, defendant PETER BISTRAN sent, and aided and abetted the sending of, an invoice to Columbus Stainless in the amount of \$1,421,858.40, purporting to be from Codelco. Rather than provide the correct information about Codelco's payee account at Citibank New York, the invoice stated that payment should be sent to a New York Citibank account in the name of W.J.K., Bolton Capital Corporation.

5. W.J.K., who did business as Bolton Capital Corporation ("Bolton Capital"), was a college friend of defendant PETER BISTRAN.

6. L.P., who acted as an attorney for Bolton Capital, maintained an attorney trust account at Harleysville National Bank and Trust Company, located at 483 Main Street, Harleysville, Pennsylvania.

7. In or about March 2004, defendant PETER BISTRAN placed a telephone call to W.J.K. and asked W.J.K. if defendant BISTRAN could have money wire transferred into W.J.K.'s New York Citibank account. WJK agreed.

8. Defendant PETER BISTRAN thereafter retained L.P. to represent The Interac Group. Defendant BISTRAN asked L.P. if L.P. would accept a wire transfer of

\$1,296,858, which was to come from the \$1,421,858.40 that was to be wire transferred from Columbus Stainless to W.J.K.'s New York Citibank account. L.P. agreed and told defendant BISTRAN he would hold these moneys for The InterCap Group in L.P.'s attorney trust account.

9. On or about March 31, 2004, upon receipt of the invoice from Codelco instructing it to wire transfer moneys owed to W.J.K.'s account, Columbus Stainless wire transferred \$1,421,858.40 into W.J.K.'s account at Citibank in New York. That same day, following defendant PETER BISTRAN's instructions, L.P. arranged for Citibank to transfer \$1,296,858 from W.J.K.'s account to his attorney trust account. Once the funds were received in L.P.'s attorney trust account, defendant BISTRAN instructed L.P. how to disburse them.

10. Defendant PETER BISTRAN later provided to L.P. a consulting agreement, dated October 14, 2003, purportedly between The InterCap Group and Columbus Stainless, pursuant to which InterCap was to be paid a consulting fee of \$1,450,000 immediately. The agreement bears signature lines for D.M., as director of Columbus Stainless, and Peter BISTRAN, as president of InterCap, and purports to be signed by both of these individuals. The signature for D.M., however, is a forgery, and there never was a consulting agreement between defendant BISTRAN's company, The InterCap Group, and Columbus Stainless.

11. In furtherance of his scheme, defendant PETER BISTRAN sent and received e-mails regarding the transfer of moneys from Columbus Stainless to W.J.K.'s New York Citibank account, from W.J.K.'s New York Citibank account to L.P.'s attorney trust account, and from L.P.'s attorney trust account to various people and places. These e-mails were sent from Pennsylvania to Virginia and from Virginia to Pennsylvania.

12. On or about each of the dates set forth below, in the Eastern District of

Pennsylvania and elsewhere, defendant

PETER BISTRAN,

for the purpose of executing the scheme described above, and aiding and abetting its execution, caused to be transmitted by means of wire communications in interstate commerce, that is, from Pennsylvania to Virginia and from Virginia to Pennsylvania, the signals and sounds described below for each count, each transmission constituting a separate count:

<u>COUNT</u>	<u>DATE</u>	<u>DESCRIPTION</u>
1.	3/30/2004	E-mail from BISTRAN to L.P., 7:29:58 p.m. EST
2.	3/31/2004	E-mail from BISTRAN to L.P., 11:07:59 a.m. EST
3.	3/31/2004	E-mail from BISTRAN to L.P., 12:44:38 p.m. EST
4.	4/2/2004	E-mail from BISTRAN to L.P., 8:54:14 a.m. EST

All in violation of Title 18, United States Code, Sections 1343 and 2.

A TRUE BILL:

GRAND JURY FOREPERSON

PATRICK L. MEEHAN
UNITED STATES ATTORNEY